REMARKS

Upon entry of this Response, claims 1-25 remain pending in the application. Applicant respectfully requests reconsideration of the pending claims in view of the following remarks.

In item 2 of the Office Action, the drawings have been objected to due to a misspelling in FIG. 2. A replacement sheet including a corrected FIG. 2 is attached hereto. Accordingly, Applicant requests that the objection to the drawings be withdrawn.

In item 5 of the Office Action, claims 1-25 have been rejected under 35 U.S.C. § 102(e) as being allegedly anticipated by U.S. Patent 7,013,288 issued to Reifel (hereafter "*Reifel*"). Anticipation under §102 "requires the disclosure in a single prior art reference of each element of the claim under construction." W.L. Gore & Associates, Inc. v. Garlock, Inc., 220 USPQ 303, 313 (Fed. Cir. 1983). For the reasons that follow, Applicant requests that the rejection of claims 1-25 be withdrawn.

To begin, claim 1 as originally filed states as follows:

> 1.   A method for print fulfillment, comprising the steps of:
>   maintaining a print quantity in a server, the print quantity being associated with a recipient;
>   accumulating a collection of images received from an originator in the server, the collection of images being associated with the recipient; and
>   implementing a printing of the images included in the collection of images when a total number of the images included in the collection of images breaches the print quantity.

With respect to claims 1, 10, 19, and 22, the Office action states as follows:

> 5.   Regarding Claims 1, 10, 19, and 22: Reifel discloses a method for print fulfillment, comprising the steps of:
> - Maintaining a print quantity in a server (col 2 lines 5-10 and col 6 lines 20-42).
> - The print quantity being associated with a recipient (fig 8-9)
> - Accumulating a collection of images received from an originator in the server (figs 8-9).
> - The collection of images being associated with the recipient (figs 8-9).
>
> Implementing a printing of the images included in the collection of images when a total number of the images included in the collection of images

breaches the print quantity (figs 2-4, col 4 lines 20-30, col 13 lines 33-36, col 16 lines 19-37 and claim 11).

Applicants respectfully disagree. Specifically, claim 1 includes the element of maintaining a print quantity in a server, the print quantity being associated with a recipient. With respect to this element, the Office action points to column 2, lines 5-10 and column 6, lines 20-42. At column 2, lines 5-10, *Reifel* states:

> The images may be uploaded directly from a camera, or via a terminal networked to the server. The images are then decrypted and the consumer or others may then order copies of the images, ensuring that the camera provider receives income from print orders of images taken with the camera.

Also, at column 6, lines 20-42, *Reifel* states as follows:

> If the provided camera 5 is a digital camera, the consumer 10 may upload the digital images to a server 26 or other system associated with an order taker 50, the camera provider 15 and/or related print house/image reproducer 25. Of course, the camera provider 15 and print house 25 may be the same entity. To simplify the following discussion, it will be assumed that the images are uploaded to the server 26 of the print house 25. The images may be uploaded by first transferring images from the camera 5 to a computer 45, and from the computer 45 to server 26 of the print house 25 via a network 40 such as the Internet or the like. In one embodiment, images may be directly transferred from the camera 5 to the server 26 of the print house 25 if the camera 5 is network-able via a built-in wired or wireless modem or other interface, such as a serial port, a USB port, or a wireless interface, such as a Bluetooth or a wireless DSL interface, via a coupled cellular phone or via a removable memory module used to store images. The consumer may then view the images on a terminal, such a computer or PDA, connected to the print house site and may order prints 35 or other reproductions of the desired images. Upon uploading the digital images to the server 26, the images are retained in the image database 28.

In neither of the excerpts set forth above, nor in any other portion, does *Reifel* discuss maintaining a print quantity in a server. Rather, *Reifel* describes a contract that requires a minimum number of prints that have to be printed by a consumer. This is not a print quantity that relates to a quantity of images to be printed when such quantity is reached.

In addition, claim 1 further states the element of "implementing a printing of the images included in the collection of images when a total number of the images included

in the collection of images breaches the print quantity." As set forth above, the images are printed when the total number of images included in the collection stored in the server reaches the print quantity maintained in the server.

      Reifel describes selling digital cameras at reduced cost along with a contract that requires the user to purchase prints from the manufacturer so that the manufacturer can recover the costs of the reduced price from the camera. *Reifel* does not show or suggest the concept of only printing images when a print quantity of images are stored in the server, where images are uploaded to the server over time. While *Reifel* does specify that a minimum order of prints need to be <u>purchased</u> from the manufacturer in order to make up for the loss of revenue by selling cameras at reduced prices, these images are printed at any time. There is no discussion as to whether the images should be printed in predefined print quantities.

      The various embodiments of the present invention provide at least one advantage in that collections of images from a given user are maintained in a server in association with a recipient. Such images are uploaded to the server over time. Even though the images are uploaded over time, they are not printed and mailed to the recipient until a print quantity is reached. This ensures that a minimum quantity of prints are shipped together to the recipient so as to minimize shipping costs. In this respect, if images are printed and shipped to the user immediately after they are uploaded, then varying quantities of prints may be shipped at any given time.

      This can result in varying levels of shipping costs associated with such printing and shipping of the images. *Reifel* does not even contemplate addressing this problem. Rather, *Reifel* merely assumes that once prints are ordered, they are shipped to the consumer who ordered them without regard for the shipping costs or for setting optimum shipping quantities. If a consumer frequently orders small number of prints over time, it is possible they will pay more in terms of shipping costs over time than if they had ordered greater quantities of prints farther apart.

      Accordingly, Applicant respectfully asserts that *Reifel* fails to show or suggest each of the elements of claim 1 for the reasons described above. Also, Applicant asserts that *Reifel* fails to show or suggest each of the elements of claims 10, 19, and 22 to the extent they incorporate subject matter similar in scope with that of claim 1.

Therefore, Applicant requests that the rejection of claims 1, 10, 19, and 22 be withdrawn. In addition, Applicant requests that the rejection of claims 2-9, 11-18, 20-21, and 23-25 be withdrawn as depending from claims 1, 10, 19, and 22.

In addition, if the Examiner feels that a telephonic interview would expedite the allowance of the present patent application, the Examiner is invited to contact the undersigned at the below telephone number.

CONCLUSION

It is requested that all outstanding objections and rejections be withdrawn and that this application and all presently pending claims be allowed to issue. If the Examiner has any questions or comments regarding this Response, the Examiner is encouraged to telephone the undersigned counsel of Applicants.

Respectfully submitted,

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